



REQUEST FOR PROPOSALS

TO PROVIDE

ENGINEERING DESIGN SERVICES ON THE

1st STREET RESURFACING PROJECT
(CIP Project 391)

FOR THE
CITY OF LINCOLN
ENGINEERING DEPARTMENT

Release Date: November 29, 2016
Questions Due: December 20, 2016
Submittal Deadline: 3:00 P.M. January 5, 2017





Request For Proposals to provide:

ENGINEERING DESIGN SERVICES ON THE

1st STREET RESURFACING PROJECT (City of Lincoln CIP Project 391)

I. DESCRIPTION OF THE PROJECT

The City of Lincoln Engineering Department (The City) is seeking written proposals from qualified firms to perform engineering design and project management services for the pavement rehabilitation on 1st Street between Lincoln Boulevard and R Street.

Background: Funding for the construction comes from Regional Surface Transportation Program (RSTP) Program.

The project is intended to reconstruct the existing roadway, curb, gutter, and sidewalks and bicycle and pedestrian improvements to the City of Lincoln Public Facility Improvement Standards. Consultant shall also design improvements to existing storm drains, drainage inlets, striping, pavement markers and curb ramps to current standards. New sidewalks, where none currently exist, are not intended to be constructed as part of this project.

It should be noted, the City of Lincoln desires to replace the existing waterlines prior to the street resurfacing.

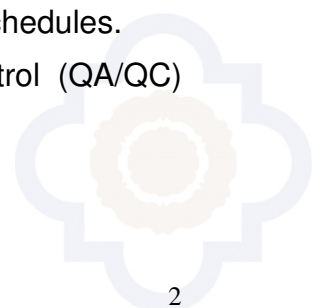
II. SCOPE OF SERVICES:

The scope of services for this design contract shall include performing all work necessary to provide project management, preliminary design engineering services, and environmental documentation management services, Caltrans grant management and administration, final engineering design services, and bidding assistance services.

Such services shall include but no be limited to the following:

A. Project Management

- I. Project coordination and administration. Consultant shall coordinate all activities with the City Engineer, and/or his designee.
- II. Consultant shall attend project meetings with or on behalf of City staff. It is anticipated there will be one (1) Project Kick-off meeting, six (6) progress meetings, two (2) field meetings, and one (1) pre-bid meeting.
- III. Consultant shall monitor the project budget and deliverable schedules.
- IV. Consultant shall perform Quality Assurance / Quality Control (QA/QC) activities per standard industry practice.





Deliverables: Monthly invoices, monthly progress reports, meeting agendas and meeting minutes.

B. Preliminary Design Engineering – Site Investigation, Data Collection, Records Research

Existing records shall be provided to selected consultant prior to the Project Kick-off Meeting.

I. Record Research

- a. Consultant shall review existing records, maps, and data including but not limited to project records, as-built drawings, studies, reports, maps and any other documents relevant to the limits and scope of this project.
- b. Consultant shall walk the entire project limits and provide a photographic record or video recording of the existing site conditions.

II. Utility Coordination

- a. Consultant shall coordinate with various utility companies including but not limited to City of Lincoln Public Services, AT&T, PG&E Gas, PG&E Electric, Wave Broadband, and Consolidated Communications. Consultant shall request existing utility mapping for project limits. Consultant shall identify and coordinate the relocation of utility poles, vaults, appurtenances, distribution & transmission lines, conduits, etc., if any. Any fees by the various utilities associated with relocations shall be paid for by the City of Lincoln.

Deliverables: Utility company Project Maps, Utility company coordination correspondence, Pre-Design Photos

III. Project Surveying, Mapping and Control

- a. Consultant shall be responsible for data collection, mapping and surveying necessary for preliminary engineering, preparatory studies, and right of way impacts.
- b. The consultant shall conduct a detailed field survey to review and record existing conditions in the project area to identify any unusual or special conditions that may affect the design or construction.
 - i. The field survey shall include an inventory of existing facilities included but not limited to roadways, irrigation and flood control facilities, utilities, drainage, and ownership including right of way boundaries. The roadway shall be surveyed at all points along the roadway section (ie right of way, back of sidewalk, top of curb, flowline, edge of gutter, and roadway crown) at a maximum distance of 25' intervals.
- c. Consultant shall coordinate with staff to document any potential construction issues.



Deliverables: Project Base Map at a scale of 1"=20'

C. Preparatory Studies

I. Environmental Studies & Permits:

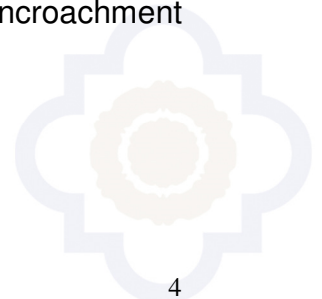
- a. Consultant shall prepare all environmental documents and conduct special studies/reports according to the provisions of the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA).
- b. Consultant shall prepare all Caltrans Local Assistance Procedures Manual (LAPM) environmental review forms in compliance with Chapter 6 of the LAPM. The forms may include, but not limited to, a Preliminary Environmental Study (PES), Field Review Form. Consultant is required to conduct a field review with Caltrans staff.
- c. Consultant shall prepare Storm Water Pollution Prevention Plan (SWPPP) for use during construction.

Deliverables: Environmental Reports & Special Studies, Caltrans Chapter 6 LAPM Environmental Review Forms, CEQA/NEPA Documents and Notice of Filings.

II. Geotechnical Report:

- a. Consultant shall conduct a geotechnical investigation and shall ensure that all geotechnical conditions with the project area that may affect final design and construction are identified and addressed in the final design of the project. These investigations should include any design parameters, bearing capacities, anticipated settlements, subgrade preparation, and treatment recommendations for wet, unsuitable, and/or saturated conditions as appropriate.
- i. The consultant shall perform any soil sampling and studies as necessary to obtain detailed information required for final design of the improvements. If borings are required, consultant shall provide the number of necessary borings in the project area, located appropriately to provide sufficient information to support cost-effective solutions for final design of the proposed improvements. The proposed boring locations (and quantity) shall be identified in the proposal. Consultant shall submit an encroachment permit application to the City prior to performing any borings. Coordination and approval from the City shall be required prior to commencement of the work. The City will waive the encroachment permit fee.

Deliverables: Geotechnical Report and/or Technical Memorandum





III. Hydrology and Hydraulics Study:

- a. Consultant shall prepare a hydrology and hydraulics study to analyze the capacity of the existing storm drain system and drainage inlets and provide recommendations on improvements to be incorporated into the final construction drawings.

Deliverables: Hydrology and Hydraulics Study

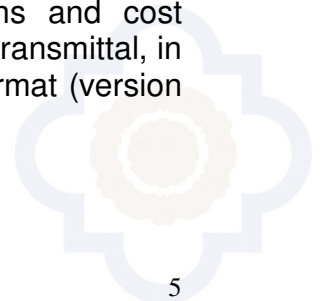
IV. Traffic Study:

- a. Consultant shall prepare a traffic study to determine traffic index for roadway section designs.

Deliverables: Traffic Study

D. Final Design – Plans and Specifications

- I. Prior to starting final design, consultant shall coordinate with Western Placer Unified School District on traffic and safety issues for 1st Street Elementary School located at 1400 1st Street.
- II. Consultant shall prepare scaled engineering drawings, technical specifications and probable cost estimates (PS&E). Submittals shall be made at the 30%, 65% and 90% stages for City review and approval. Final submittal shall be made after the City's approval of the 100% Final PS&E as specified below. It is anticipated plan sets shall include engineering drawings, with the following elements. Title plan/cover sheet, general notes, roadway improvement plans, drainage improvement plans, utility relocation plans, signing and striping plans, storm water pollution prevention plans, traffic control plans and construction detail sheets.
 - a. One reproducible set of Mylar copies of the final plans shall be provided, along with three (3) sets of copies of the plans. Plans shall be signed and stamped by a licensed Civil Engineer. Plans shall be in 24"x36" format, at a scale not greater than 1 inch = 40 feet.
 - b. One (1) original copy of the technical specifications (bound). It should be noted, the City will prepare the Front End Specifications. It is the consultant's responsibility to provide the City with a bid schedule and anticipated contract items of construction. It is the responsibility of consultant to prepare the remainder of the Technical Specifications in compliance with Federal funding provisions and bid schedule.
 - c. One (1) original of the construction cost estimate shall be provided per the CA Business and Professions Code.
 - d. Electronic (Digital) versions of the plans, specifications and cost estimate shall be provided on compact disc or electronic transmittal, in Microsoft Word, Microsoft Excel and/or AutoCAD .dwg format (version 2010 or higher), as appropriate.





- e. Electronic (Digital) versions of the plans, specifications and cost estimate shall be provided on compact disc or via electronic transmittal in PDF Format.

Deliverables:

Conformed Drawings:

- 11"x17" Drawings [Hard Copies (2) & Electronic PDF] for each design phase: 30%, 65%, 90% submittals
- 24"x36" Drawings [Hard Copy, Electronic PDF, and Mylar] for the 100% design submittal.

Conformed Specifications:

- Construction Specifications (Front End, Bid Documents, General Conditions, Special Provisions, Technical Specifications, etc.) in conformance with the City of Lincoln and Caltrans Federal Provision Guidelines and Local Assistance Procedures Manual at the 65%, 90%, and 100% submittals.

Cost Estimate:

- Stamped and wet signed cost estimate at each design phase: 30%, 65%, 90%, and 100% submittals.

Digital Files:

- Microsoft Word, Excel, AutoCAD files of the plans, specifications, and cost estimates.

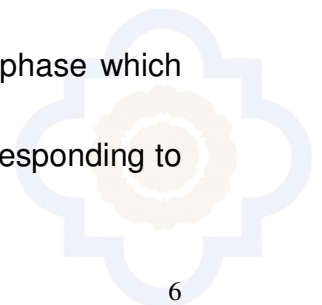
E. Caltrans Grant Management and Administration

- I. Consultant shall assist the City with preparation of all documentation as required by the Caltrans Local Assistance Procedures Manual to facilitate environmental clearance, grant management and funding authorization of the grant funding. The documentation shall include, but not limited to:
 - Environmental clearance per CEQA/NEPA and Caltrans LAPM Chapters 6 & 7.
 - Right of way certifications and utility relocation documents per Caltrans LAPM Chapters 13 & 14.
 - Funding authorization to proceed with construction per Caltrans LAPM Chapter 3.

Deliverables: Completed Local Assistance Procedure Manual Forms from LAPM Chapters 3, 6, 7, 13, and 14 to comply with grant funding requirements.

F. Bid Support

- a. Consultant shall assist the City with support of the bidding phase which shall include:
 - i. Bidding Assistance and clarifications, which may include responding to bidder questions, attendance in a pre-bid meeting.





- ii. Preparation of any bid addenda.

G. Construction Support (Optional Task)

- a. During construction, the consultant shall provide the following support to City Staff and consultant construction management team:
 - i. Attend weekly progress meetings.
 - ii. Provide a list of submittals required by the contractor to submit per the project specifications.
 - iii. Review contractor submittals and shop drawings to provide recommendations to City staff on compliance with contract documents and specifications.
 - iv. Review and respond to Contractor's request for information (RFI) and clarifications during construction and provide written recommendations to the City.

H. Project Closeout: As-Built Drawings

- a. Following construction, the consultant shall prepare record drawings based on red-lines "As-Built" submitted by the Contractor and Resident Engineer. Record drawings shall be submitted to the City in Mylar, Digital PDF, Full Size Hard Copy, Half Size Hard Copy, and AutoCAD files including all images and external reference files.

All plans and specifications shall comply with the American with Disabilities Act (ADA), City of Lincoln Public Facility Improvement Standards, Caltrans Highway Design Manual (HDM), California Manual on Uniform Traffic Control Devices (CAMUTCD), and Caltrans Local Assistance Procedures Manual (LAPM) Guidelines.

III. CONTRACT TIME OF COMPLETION

The duration of services required is anticipated to be generally from January 2017 through December 2019.

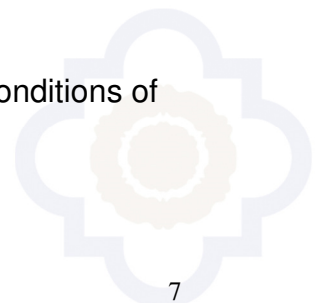
IV. AGREEMENT

The selected Consultant will be issued a work order in accordance with the terms and conditions of the Contract for Services agreement (Attachment A).

No work is authorized and no payments will be made prior to execution of an agreement.

V. INSURANCE REQUIREMENTS

Insurance shall continue to be provided in accordance with the terms and conditions of the Contract for Services.





VI. REQUIRED CONTENTS OF PROPOSAL

Submit three copies of the proposal. Proposals should be concise and specific to this RFP and limited to 20 single sided pages, excluding 1) the cover letter, 2) the cost proposal (in separate sealed envelope) and 3) full resumes and sample documents (specifically described below) included in appendices. Proposals must be in the following format:

1. Consultant Identification and Qualifications:

Provide the legal name of the firm, the firm's mailing and physical address, the names and contact information of the legally responsible principal and the primary contact person (Project Manager) for this project. Provide a brief summary of the firm's (or team's) qualifications specific to this project.

2. Project Understanding and Approach:

Describe the unique overall approach and methodologies for this Project. Provide a more detailed description of the program to respond to each specific work element.

3. Quality Assurance/Quality Control (QA/QC):

Describe the team's established QA/QC program to be used throughout the Project. Provide the name, licenses and a brief bio of the person responsible for QA/QC

4. Related Project/Client Information:

Briefly describe three (3) comparable projects that best exhibit the firm's experience in each of the required services. Include the specific project name and location, overall project size and cost, consultant's contract value, client contact person, including title, organization, address, current telephone number and E-mail address.

5. Individual Staff Experience and Project Organization:

- i. Provide an organization chart showing the project manager and key staff members for the project.
- ii. Provide a brief bio of each key staff.
- iii. Provide a summary of each sub-consultant, their area of responsibility and percentage of the project cost.
- iv. Provide a realistic statement of current staffing workload commitments, additional resources of the firm, and ability of the firm(s) to respond to any request for additional or contingency services in a timely manner.
- v. Provide a statement that the departure, reassignment or substitution for any named member of the designated project team including sub consultant(s) will not be made without the prior written approval of the City.



6. Cost Proposal:

Include a cost estimate of all required services and associated fees in a separate document and sealed in an envelope entitled “**ENGINEERING DESIGN SERVICES COST PROPOSAL for the 1ST STREET RESURFACING PROJECT**”. The cost proposal must:

- i. Be broken down by task and personnel category to indicate the level of effort and duration for each task,
- ii. Show one hourly rate for each personnel category necessary for each task. The hourly labor rate must include
 - the cost differential for night work or overtime work.
 - all costs for materials, supplies, mobile phone, housing, per diem and miscellaneous equipment necessary to meet the requirements and deliverables listed in the Scope of Services and the approved construction management plan.
 - annual escalation or inflation. (no annual escalation allowed)
- iii. Show a “fixed fee” total for each task.

7. Exceptions

List any exceptions to any portion of this RFP. The City will consider the exception(s) and may or may not reject the RFP as non-responsive.

8. Appendices:

Appendices may or may not be reviewed in detail. They will not count against the stated page limit and may include:

- i. Auxillary/ancillary materials.
- ii. Sample documents that exhibit the firm’s standard of documentation, such as sample field reports, lab reports, invoices and other relevant documents expected to be used during the Project.
- iii. Full resumes of key staff
- iv. Full project descriptions.

VII. SUBMISSION OF THE PROPOSAL

Submit three bound copies and a pdf on a CD and/or DVD of the proposal in a sealed envelope complete with the project name noted on this RFP cover sheet and addressed to:

City of Lincoln , Engineering Department
600 Sixth Street
Lincoln, CA 95648
Attn: Marc Fernandez

PROPOSALS MUST BE RECEIVED no later than the time and date stated on the cover sheet of this proposal and at the aforementioned location.





Proposals received after this time or at any other location will be deemed unresponsive and rejected.

VIII. CONSULTANT SELECTION PROCESS

The City will evaluate and rank the proposals using the following scoring:

Project Understanding & unique ideas to enhance the project	30 Points
Familiarity with State and Federal Funding Procedures	20 Points
Experience of firm(s) and specific staff	20 Points
References from former clients	10 Points
Organization, presentation and content of proposal	10 Points
Completeness and compliance with RFP format	10 Points
Total Points Possible	100 Points

Although it is not anticipated, at the discretion of the City, one or more of the top ranked teams may be interviewed based upon the relative ranking by total score. Interviews will be for the purpose of meeting the project team, discussion of the scope of work, and review of the factors considered in the preparation of the proposal. The teams may also be requested to provide further clarification of submitted materials and/or submit additional materials for consideration.

After the interviews and review of any additional requested materials, the City will begin negotiations with the prime consultant of the top ranked team.

All proposals may become public information subsequent to the award of contract. The Proposer may describe any sensitive or potentially proprietary information in general terms.

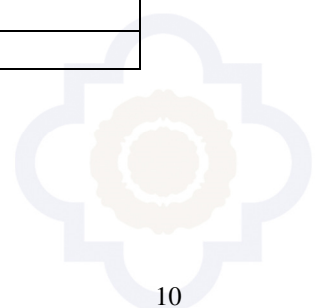
The Proposal should reflect the most favorable terms available to the City, as the City may make award on the Proposal alone without interviews or any further contact with the Proposer.

IX. SCHEDULE

The City of Lincoln has designated the following activities and dates as key to the project schedule:

RFP Schedule		
1.	RFP Issued	November 29, 2016
2.	Questions Due	December 20, 2016
3.	Proposal Due	January 3, 2017
4.	Interviews (if needed)	January 10, 2017
5.	Consultant Selection – City Council	February 14, 2017

The City of Lincoln reserves the right to change the schedule.





X. DOCUMENTS AND QUESTIONS

Direct any questions regarding this RFP to Marc Fernandez by Email at Marc.Fernandez@lincolncalifornia.gov. All questions and requests for clarification must be received no later than 5 pm on the date noted in the Schedule above. Revisions may be provided via an Addendum. Do not contact any other City staff or consultants to the City.

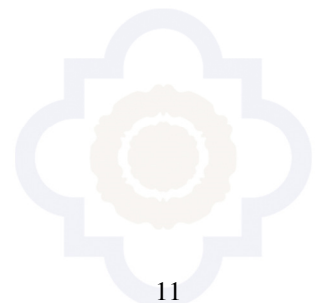
The full content of the RFP is available through CIP List.com (<http://www.ciplist.com/plans/?Lincoln/city/11680>). If addendums are necessary, they will be posted onto CIP List and can be downloaded free of charge from the following location:

<http://www.ciplist.com/plans/?Lincoln/city/11680>

Failure of the proposed to be aware of the addenda or failure to return signed addenda with the Proposal in a timely manner as a complete responsive proposal may be cause for rejection at the sole discretion of the City. Verbal Conversations with any person will not modify any term or obligation of this RFP.

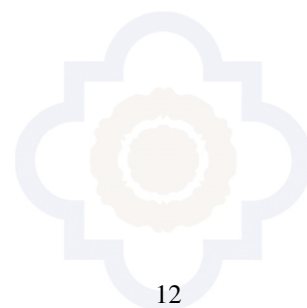
XI. SUBMITTAL INSTRUCTIONS

1. All proposals become the property of the City and will not be returned.
2. All costs for proposal preparation shall be borne by the Proposer.
3. The Proposer may withdraw the Proposal or correct a mistake in the Proposal prior to the Proposal deadline by submitting a withdrawal request or correction/addendum in writing. Oral communication will not be accepted.





Attachment A





CONTRACT FOR SERVICES

THIS CONTRACT is made on _____, by and between the CITY OF LINCOLN ("City"), and _____ ("Consultant").

WITNESSETH:

WHEREAS, the City desires for the Consultant to provide Preliminary Engineering and Environmental Documentation Services for the 1st Street Resurfacing Project;

WHEREAS, the Consultant has presented a proposal for such services to the City, dated _____, attached hereto and incorporated herein as **Exhibit A**, and is duly licensed, qualified and experienced to perform those services;

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. SCOPE OF SERVICES:

Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary for the completion of the services described in **Exhibit A** ("Scope of Work"). This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract.

Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.



2. TERM OF CONTRACT:

THIS CONTRACT shall go into effect on _____, contingent upon approval by City, and Consultant shall commence work after notification to proceed by City's Contract Administrator. The contract shall end on _____, unless extended by contract amendment.

CONSULTANT is advised that any recommendation for contract award is not binding on City until the contract is fully executed and approved by City.

The services of Consultant are to commence upon receipt of written notice to proceed from the City, and shall be undertaken and completed in accordance with the Schedule of Performance, attached hereto and incorporated herein by this reference as **Exhibit B**.

Consultant's failure to complete work in accordance with the Schedule of Performance may result in delayed compensation as described in Section 3.

The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract for a period of one year in the manner provided in Section 6, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

- A. The method of payment for this contract will be based on actual cost plus a fixed fee. City will reimburse CONSULTANT for actual costs (including labor costs, employee benefits, travel, equipment rental costs, overhead and other direct costs) incurred by CONSULTANT in performance of the work. CONSULTANT will not be reimbursed for actual costs that exceed the estimated wage rates, employee benefits, travel, equipment rental, overhead, and other estimated costs set forth in the approved CONSULTANT'S Cost Proposal, unless additional reimbursement is provided for by contract amendment. In no event, will CONSULTANT be reimbursed for overhead costs at a rate that exceeds City's approved overhead rate set forth in the Cost Proposal. In the event, that City determines that a change to the work from that specified in the Cost Proposal and contract is required, the contract time or actual costs reimbursable by City shall be adjusted by contract amendment to accommodate the changed work. The maximum total cost as specified in Paragraph "H" shall not be exceeded, unless authorized by contract amendment.
- B. In addition to the allowable incurred costs, City will pay CONSULTANT a fixed fee of \$_____. The fixed fee is nonadjustable for the term of the



- contract, except in the event of a significant change in the scope of work and such adjustment is made by contract amendment.
- C. Reimbursement for transportation and subsistence costs shall not exceed the rates specified in the approved Cost Proposal.
 - D. When milestone cost estimates are included in the approved Cost Proposal, CONSULTANT shall obtain prior written approval for a revised milestone cost estimate from the Contract Administrator before exceeding such cost estimate.
 - E. Progress payments will be made monthly in arrears based on services provided and allowable incurred costs. A pro rata portion of CONSULTANT's fixed fee will be included in the monthly progress payments. If CONSULTANT fails to submit the required deliverable items according to the schedule set forth in the Statement of Work, City shall have the right to delay payment or terminate this Contract in accordance with the provisions of Section 5 Termination.
 - F. No payment will be made prior to approval of any work, nor for any work performed prior to approval of this contract.
 - G. CONSULTANT will be reimbursed, as promptly as fiscal procedures will permit upon receipt by City's Contract Administrator of itemized invoices in triplicate. Invoices shall be submitted no later than 45 calendar days after the performance of work for which CONSULTANT is billing. Invoices shall detail the work performed on each milestone and each project as applicable. Invoices shall follow the format stipulated for the approved Cost Proposal and shall reference this contract number and project title. Final invoice must contain the final cost and all credits due LOCAL AGENCY including any equipment purchased under the provisions of Section 12 Equipment Purchase of this contract. The final invoice should be submitted within 60 calendar days after completion of CONSULTANT's work. Invoices shall be mailed to City's Contract Administrator at the following address:

City of Lincoln
Attn: Ray Leftwich, P.E., City Engineer
600 Sixth Street
Lincoln, CA 95648
 - H. The total amount payable by City including the fixed fee shall not exceed \$_____.
 - I. Salary increases will be reimbursable if the new salary is within the salary range identified in the approved Cost Proposal and is approved by LOCAL AGENCY's Contract Administrator.

For personnel subject to prevailing wage rates as described in the California Labor Code, all salary increases, which are the direct result of changes in the prevailing wage rates are reimbursable.



- J. All subcontracts in excess of \$25,000 shall contain the above provisions.
- K. The Consultant shall be paid monthly for the actual fees, costs and expenses for all time and materials required and expended, but in no event shall total compensation exceed _____ and 00/100 (\$_____), without City's prior written approval. Account Code Number/Account Description for Scope of Work to be charged to: _____ and _____.
- L. Said amount shall be paid upon submittal of a monthly billing showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings. If Consultant performance is not in conformity with the Schedule of Performance, payments may be delayed or denied, unless the Consultant failure to perform in conformity with the Schedule of Performance is a documented result of the City's failure to conform to the Schedule of Performance, or if the Schedule of Performance is extended pursuant to Section 6.
- M. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 5.

4. COST PRINCIPLES:

- A. CONSULTANT agrees that the Contract Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., shall be used to determine the cost allowability of individual items.
- B. CONSULTANT also agrees to comply with federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to CONSULTANT that are determined by subsequent audit to be unallowable under 49 CFR Part 18 and 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31.000 et seq., are subject to repayment by CONSULTANT to City.

5. TERMINATION:

- A. City reserves the right to terminate this contract upon thirty (30) calendar days written notice to CONSULTANT with the reasons for termination stated in the notice.



- B. City may terminate this contract with CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, City may proceed with the work in any manner deemed proper by City. If City terminates this contract with CONSULTANT, City shall pay CONSULTANT the sum due to CONSULTANT under this contract prior to termination, unless the cost of completion to City exceeds the funds remaining in the contract. In which case the overage shall be deducted from any sum due CONSULTANT under this contract and the balance, if any, shall be paid to CONSULTANT upon demand.
- C. The maximum amount for which the City shall be liable if this contract is terminated is _____ dollars.

6. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

7. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract or the attached Scope of Work in the manner provided in Section 6.

8. PROPERTY OF CITY:

It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.



9. COMPLIANCE WITH LOCAL LAW:

Consultant shall comply with all applicable laws, ordinances, and codes of federal, state and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.

10. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

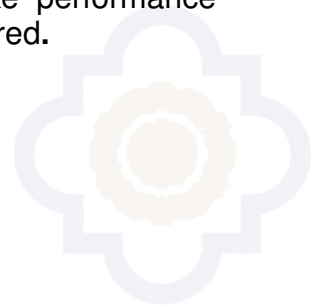
Consultant agrees, represents and warrants to City that it has all licenses, permits, qualifications and approvals of whatever nature which are legally required for Consultant to practice its profession and to properly provide the services set forth in **Exhibit A** in a manner which is consistent with the generally accepted standards of Consultant's profession. Consultant represents and warrants to City that Consultant shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Contract any licenses, permits and approvals which are legally required for Consultant to practice its profession at the time the services are performed.

Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, state and local law in accordance with 22A hereof.

Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. In the event that City, in its sole discretion, at any time during the term of this Contract, desires the removal of any person or persons assigned by Consultant, including but not limited to the project manager, to perform services pursuant to this Contract, Consultant shall remove any such person immediately upon receiving notice from City of the desire of City for the removal of such person or persons.

Except as set forth in **Exhibit D**, Consultant shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement. City shall furnish to Consultant only the facilities, equipment, and other materials listed in **Exhibit D** according to the terms and conditions set forth in **Exhibit D**.

Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.





11.SUBCONTRACTING:

- A. Nothing contained in this contract or otherwise, shall create any contractual relation between City and any subconsultant(s), and no subcontract shall relieve CONSULTANT of its responsibilities and obligations hereunder. CONSULTANT agrees to be as fully responsible to City for the acts and omissions of its subconsultant(s) and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by CONSULTANT. CONSULTANT's obligation to pay its subconsultant(s) is an independent obligation from City's obligation to make payments to the CONSULTANT.
- B. CONSULTANT shall perform the work contemplated with resources available within its own organization; and no portion of the work pertinent to this contract shall be subcontracted without written authorization by City's Contract Administrator, except that, which is expressly identified in the approved Cost Proposal.
- C. CONSULTANT shall pay its subconsultants within ten (10) calendar days from receipt of each payment made to CONSULTANT by City.
- D. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all the provisions stipulated in this contract to be applicable to subconsultants.
- E. Any substitution of subconsultants must be approved in writing by City's Contract Administrator prior to the start of work by the subconsultant.

12.EQUIPMENT PURCHASE:

- A. Prior authorization in writing, by City's Contract Administrator shall be required before CONSULTANT enters into any unbudgeted purchase order, or subcontract exceeding \$5,000 for supplies, equipment, or CONSULTANT services. CONSULTANT shall provide an evaluation of the necessity or desirability of incurring such costs.
- B. For purchase of any item, service or consulting work not covered in CONSULTANT's Cost Proposal and exceeding \$5,000 prior authorization by City's Contract Administrator; three competitive quotations must be submitted with the request, or the absence of bidding must be adequately justified.
- C. Any equipment purchased as a result of this contract is subject to the following: "CONSULTANT shall maintain an inventory of all nonexpendable property. Nonexpendable property is defined as having a useful life of at least two years and an acquisition cost of \$5,000 or more. If the purchased equipment needs replacement and is sold or traded in, City shall receive a proper refund or credit at the conclusion of the contract, or if the contract is terminated, CONSULTANT may either keep the equipment and credit City in an amount equal to its fair market value, or sell such equipment at the best



price obtainable at a public or private sale, in accordance with established City procedures; and credit City in an amount equal to the sales price. If CONSULTANT elects to keep the equipment, fair market value shall be determined at CONSULTANT's expense, on the basis of a competent independent appraisal of such equipment. Appraisals shall be obtained from an appraiser mutually agreeable to by City and CONSULTANT, if it is determined to sell the equipment, the terms and conditions of such sale must be approved in advance by City." 49 CFR, Part 18 requires a credit to Federal funds when participating equipment with a fair market value greater than \$5,000 is credited to the project.

D. All subcontracts in excess \$25,000 shall contain the above provisions.

13. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due to Consultant from the City under this Contract may be assigned to a financial institution or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

14. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

15. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.



16. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

17. INDEMNITY AND LITIGATION COSTS:

Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising in any manner by reason of negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract on the part of Consultant except such loss or damage which was caused by the sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

18. CONSULTANT TO PROVIDE INSURANCE:

Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A:VII (or in the case of Worker's Compensation insurance, with the State Compensation Insurance Fund of California).

Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of original endorsements providing evidence of coverage for all policies required by the Contract. The endorsements shall be signed by a person authorized by the insurer to bind coverage on its behalf. The Consultant agrees to furnish one copy of each required policy to the City, and additional copies as requested in writing, certified by an authorized representative of the insurer. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is



required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

No policy required by this Contract shall be endorsed to suspended, voided, canceled, terminated by either party, or reduced in coverage or in limits unless the Consultant has provided thirty (30) days' prior written notice by certified mail, return receipt requested, to the City.

Any deductibles, aggregate limits, pending claims or lawsuits which may diminish the aggregate limits, or self-insured retentions, must be declared to, and approved by, the City.

Aggregate Limits/Impairment.

If any of the insurance coverages required by this section contain annual aggregate limits, the Consultant must give the City notice of any pending claim or lawsuit which may diminish the aggregate. The Consultant must take steps to restore the impaired aggregates or provide replacement insurance protection. The City has the option to specify the minimum acceptable aggregate limit for each line of coverage required. No substantial reductions in scope of coverage which may affect City's protection are allowed without City's prior written consent.

The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract.

Worker's Compensation and Employer's Liability Insurance.

1. Worker's Compensation Insurance to protect the Consultant, its contractors and subcontractors from all claims under Worker's Compensation and Employer's Liability Acts, including Longshoremen's and Harbor Worker's Act ("Acts"), if applicable. Such coverage shall be maintained, in type and amount, in strict compliance with all applicable state and federal statutes and regulations. The Consultant shall execute a certificate of compliance with Labor Code Section 3700, on the form provided in the Contract Documents.

2. Consultant shall provide a Waiver of Subrogation endorsement in favor of the City, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Consultant



Commercial General Liability Insurance

3. The insurance shall be provided on form CG0001, or its equivalent, and shall include coverage for claims for bodily injury or property damage arising out of premises/operations, products/completed operations, contractual liability, and subconsultant's work and personal and advertising injury resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence and \$2,000,000 general and products/completed operations aggregates.

4. The commercial general liability insurance shall also include the following:

a. Endorsement equivalent to CG 2010 1185 naming the City, its officers, officials, employees, agents, and volunteers as additional insureds. The endorsement shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

b. Endorsement stating insurance provided to the City shall be primary as respects the City, its officers, officials, employees and any insurance or self insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it, to the payment or satisfaction of any defense expenses, loss, or judgment.

c. Provision or endorsement stating that the Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Provision or endorsement stating that any failure to comply with reporting or other provisions of the policies including breaches of representations shall not affect coverage provided to the City, its officers, officials, employees, or volunteers.

e. Provision or endorsement stating that such insurance, subject to all of its other terms and conditions, applies to the liability assumed by the Consultant under the Contract, including, without limitation, set forth in Section 17, Indemnity and Litigation Costs.

Commercial Automobile Liability Insurance.

5. The commercial automobile liability insurance shall include, but shall not be limited to, protection against claims for death, bodily or personal injury, or property damage for owned, non-owned, and hired automobiles resulting from actions, failures to act, or operations of the insured, or by its employees or agents, or by anyone directly or indirectly employed by the insured. The amount of insurance coverage shall not be less than \$1,000,000.00 per occurrence.



6. The commercial automobile liability insurance shall include the same endorsements as required for Commercial General Liability Insurance (16.J.2 above.)

Professional Liability.

The Consultant and its contractors and subcontractors shall secure and maintain in full force, during the term of this Contract and for five years thereafter, professional liability insurance policies appropriate to the respective professions and the work to be performed as specified in this Contract. The limits of such professional liability insurance coverage shall not be less than **\$1,000,000** per claim.

19. AUDIT REVIEW PROCEDURES:

- A. Any dispute concerning a question of fact arising under an interim or post audit of this contract that is not disposed of by agreement, shall be reviewed by City's Chief Financial Officer.
- B. Not later than 30 days after issuance of the final audit report, CONSULTANT may request a review by City's Chief Financial Officer of unresolved audit issues. The request for review will be submitted in writing.
- C. Neither the pendency of a dispute nor its consideration by City will excuse CONSULTANT from full and timely performance, in accordance with the terms of this contract.
- D. CONSULTANT and subconsultants' contracts, including cost proposals and indirect cost rates (ICR), are subject to audits or reviews such as, but not limited to, a Contract Audit, an Incurred Cost Audit, an ICR Audit, or a certified public accountant (CPA) ICR Audit Workpaper Review. If selected for audit or review, the contract, cost proposal and ICR and related workpapers, if applicable, will be reviewed to verify compliance with 48 CFR, Part 31 and other related laws and regulations. In the instances of a CPA ICR Audit Workpaper Review it is CONSULTANT's responsibility to ensure federal, state, or local government officials are allowed full access to the CPA's workpapers including making copies as necessary. The contract, cost proposal, and ICR shall be adjusted by CONSULTANT and approved by City contract manager to conform to the audit or review recommendations. CONSULTANT agrees that individual terms of costs identified in the audit report shall be incorporated into the contract by this reference if directed by City at its sole discretion. Refusal by CONSULTANT to incorporate audit or review recommendations, or to ensure that the Federal, State, or local governments have access to CPA workpapers, will be considered a breach of contract terms and cause for termination of the contract and disallowance of prior reimbursed costs.



- E. **RETENTION OF RECORDS/AUDIT:** For the purpose of determining compliance with Public Contract Code 10115, et seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et seq., when applicable and other matters connected with the performance of the contract pursuant to Government Code 8546.7; CONSULTANT, subconsultants, and CITY shall maintain and make available for inspection all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The state, State Auditor, City, FHWA, or any duly authorized representative of the Federal Government shall have access to any books, records, and documents of CONSULTANT and its certified public accountants (CPA) work papers that are pertinent to the contract and indirect cost rates (ICR) for audit, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested. Subcontracts in excess of \$25,000 shall contain this provision.

20.STATE PREVAILING WAGE RATES:

- A. CONSULTANT shall comply with the State of California's General Prevailing Wage Rate requirements in accordance with California Labor Code, Section 1770, and all Federal, State, and local laws and ordinances applicable to the work.
- B. Any subcontract entered into as a result of this contract if for more than \$25,000 for public works construction or more than \$15,000 for the alteration, demolition, repair, or maintenance of public works, shall contain all of the provisions of this Section.
- C. When prevailing wages apply to the services described in the scope of work, transportation and subsistence costs shall be reimbursed at the minimum rates set by the Department of Industrial Relations (DIR) as outlined in the applicable Prevailing Wage Determination. See <http://www.dir.ca.gov>.

21.CONFLICT OF INTEREST:

- A. CONSULTANT shall disclose any financial, business, or other relationship with City that may have an impact upon the outcome of this contract, or any ensuing City construction project. CONSULTANT shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing City construction project, which will follow.
- B. CONSULTANT hereby certifies that it does not now have, nor shall it acquire any financial or business interest that would conflict with the performance of services under this contract.



- C. Any subcontract in excess of \$25,000 entered into as a result of this contract, shall contain all of the provisions of this Section.
- D. CONSULTANT hereby certifies that neither CONSULTANT, nor any firm affiliated with CONSULTANT will bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract. An affiliated firm is one, which is subject to the control of the same persons through joint-ownership, or otherwise.
- E. .Except for subconsultants whose services are limited to providing surveying or material testing information, no subconsultant who has provided design services in connection with this contract shall be eligible to bid on any construction contract, or on any contract to provide construction inspection for any construction project resulting from this contract.

22. DEBARMENT AND SUSPENSION CERTIFICATION

- A. CONSULTANT's signature affixed herein, shall constitute a certification under penalty of perjury under the laws of the State of California, that CONSULTANT has complied with Title 2 CFR, Part 180, "OMB Guidelines to Agencies on Government wide Debarment and Suspension (nonprocurement)", which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Any exceptions to this certification must be disclosed to City.
- B. Exceptions will not necessarily result in denial of recommendation for award, but will be considered in determining CONSULTANT responsibility. Disclosures must indicate to whom exceptions apply, initiating agency, and dates of action.
- C. Exceptions to the Federal Government Excluded Parties List System maintained by the General Services Administration are to be determined by the Federal highway Administration.

23. STATEMENT OF COMPLIANCE

- A. CONSULTANT's signature affixed herein, and dated, shall constitute a certification under penalty of perjury under the laws of the State of California that CONSULTANT has, unless exempt, complied with, the nondiscrimination



program requirements of Government Code Section 12990 and Title 2, California Administrative Code, Section 8103.

- B. During the performance of this Contract, Consultant and its subconsultants shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Consultant and subconsultants shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Consultant and subconsultants shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Consultant and its subconsultants shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
- C. The Consultant shall comply with regulations relative to Title VI (nondiscrimination in federally-assisted programs of the Department of Transportation – Title 49 Code of Federal Regulations, Part 21 - Effectuation of Title VI of the 1964 Civil Rights Act). Title VI provides that the recipients of federal assistance will implement and maintain a policy of nondiscrimination in which no person in the state of California shall, on the basis of race, color, national origin, religion, sex, age, disability, be excluded from participation in, denied the benefits of or subject to discrimination under any program or activity by the recipients of federal assistance or their assignees and successors in interest.
- D. The Consultant, with regard to the work performed by it during the Agreement shall act in accordance with Title VI. Specifically, the Consultant shall not discriminate on the basis of race, color, national origin, religion, sex, age, or disability in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the U.S. DOT's Regulations, including employment practices when the Agreement covers a program whose goal is employment.

24. MISCELLANEOUS PROVISIONS:

- A. Compliance With Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or



corporations employed by it or under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

- B. Non-Discrimination. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation. Consultant shall comply with Section 122(a) of the State and Local Fiscal Assistance Act of 1972.

C. REBATES, KICKBACKS OR OTHER UNLAWFUL CONSIDERATION:

CONSULTANT warrants that this contract was not obtained or secured through rebates kickbacks or other unlawful consideration, either promised or paid to any City employee. For breach or violation of this warranty, City shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; or to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.

D. PROHIBITION OF EXPENDING CITY STATE OR FEDERAL FUNDS FOR LOBBYING:

CONSULTANT certifies to the best of his or her knowledge and belief that:

1. No state, federal or local agency appropriated funds have been paid, or will be paid by-or-on behalf of CONSULTANT to any person for influencing or attempting to influence an officer or employee of any state or federal agency; a Member of the State Legislature or United States Congress; an officer or employee of the Legislature or Congress; or any employee of a Member of the Legislature or Congress, in connection with the awarding of any state or federal contract; the making of any state or federal grant; the making of any state or federal loan; the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any state or federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency; a Member of Congress; an officer or employee of Congress, or an employee of a Member of Congress; in connection with this federal contract, grant, loan, or cooperative agreement; CONSULTANT shall complete and submit Standard Form-



LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONSULTANT also agrees by signing this document that he or she shall require that the language of this certification be included in all lower-tier subcontracts, which exceed \$100,000, and that all such sub recipients shall certify and disclose accordingly.

E. Entirety of Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

F. Notices. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

CITY: Attn: City Manager
600 Sixth Street
Lincoln, CA 95648

CONSULTANT: _____

G. Governing Law. This Contract shall be interpreted and governed by the laws of the State of California.

H. Venue. Any action arising out of this Contract shall be brought in Placer County, California, regardless of where else venue may lie.

I. Attorneys' Fees. In any action brought by either party to enforce the terms of this Contract, each party shall be bear responsibility for its attorney's fees and all costs regardless of whether one party is determined to be the prevailing party.



- J. Counterparts. The parties may execute this Contract in two or more counterparts, which shall, in the aggregate, be signed by all the parties, each counterpart shall be deemed an original instrument as against any party who has signed it.
- K. Severability. If any term, provision, covenant, or condition of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

CONSULTANT NAME

Address Line 1
Address Line 2

CITY OF LINCOLN,
a municipal corporation

Name, Title

Matthew Brower, City Manager

Print Name

Dated

and/or

LEFT BLANK INTENTIONALLY

LEFT BLANK INTENTIONALLY

ATTEST:

APPROVED AS TO FORM:

Gwen Scanlon, City Clerk

Jonathan Hobbs, City Attorney

Dated

Dated





EXHIBIT A

SCOPE OF WORK





EXHIBIT B

SCHEDULE OF PERFORMANCE

Perform construction management services for the
_____ Project. Term of contract shall expire on
_____, 2018.





EXHIBIT C

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700 Labor Code § 1861

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANT

By: _____
Title

Print Name

Date





EXHIBIT D

FACILITIES, EQUIPMENT, OTHER MATERIALS

Consultant shall be responsible for providing all necessary facilities, equipment and personnel to undertake the necessary task(s) outlined in **Exhibit A**.

